Mary Company	Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
SOUT Descent Memory of Inc., 1870. 1. Each maniferance address greated by the MOD to a provider type report to a provider type and complete in the first and	AET2-01	2400 Veterans Memorial Blvd., Suite 200	Due no later than the twenty-fifth (25th) calendar day of the month following the month in which they were processed (paid or denied), including encounters reflecting a zero dollar amount (\$0.00) and encounters in which the MCO has a capitation arrangement with a provider. If the MCO fails to submit complete encounter data, as measured by a comparison of encounters to cash disbursements within a five (5) percent error threshold (at least ninety-five (95) percent complete), the plan may be penalized as outlined in	7/19/2016	7/21/2016		Ten thousand dollars (\$10,000.00) per calendar day for each day after the due date that the monthly encounter data has not been received in the format and per specifications outlined in the RFP. Ten thousand dollars (\$10,000.00) per calendar day for each day encounter data is received after the due date, for failure to correct and resubmit encounter data that was originally returned to the MCO for correction because submission data was in excess of the five (5) percent error rate threshold, until acceptance of the data by the fiscal intermediary. Ten thousand dollars (\$10,000.00) per return by the fiscal intermediary of re-submission data was in excess of the five (5) percent error rate threshold, for correction and was rejected for the second time. Ten thousand dollars (\$10,000.00) per occurrence of medical record review by DHH or its designee where the MCO or its provider(s) denotes provision of services which were not submitted in the encounter data regardless of whether or not the provider was paid		\$570,000	1/19/2017
2400 Veterans Memorial Bhxd., Sulte 200 Kenner, LA 70062 AET2-04 AET2-04 AET2-04 AET2-04 AET2-04 AET2-04 AET2-05 AET2-05 AET2-05 AET2-06	AET2-02	2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.4.1 Each remittance advice generated by the MCO to a provider shall comply with the provisions of LA-R.S. 46:460.71 Claim payment information A. Any claim payment to a provider by a managed care organization or by a fiscal agent or intermediary of the managed care organization shall be accompanied by an itemized accounting of the individual services represented on the claim that are included in the payment. This itemization shall include but shall not be limited to all of the following items: (1) The patient or enrollee's name. (2) The Medicaid health insurance claim number. (3) The date of each service. (4) The patient account number assigned by the provider. (5) The Current Procedural Terminology code for each procedure, hereinafter referred to as "CPT code", including the amount allowed and any modifiers and units. (6) The amount due from the patient that includes but is not limited to copayments and coinsurance or deductibles. (7) The payment amount of reimbursement. (8) Identification of the plan on whose behalf the payment is made. B. If a managed care organization is a secondary payer, then the organization shall send, in addition to all information required by Subsection A of this Section, acknowledgment	7/18/2016	9/9/2016		20.1.1. For each day that a deliverable is late, incorrect o r deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table be low for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written e Isewhere in this Contract. 20.1.2. Monetary penalties have been designed to escalate by duration and by occurrence			
2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062 AET2-06 Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062 AET2-06 Kenner, LA 70062 3 Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062 4 Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062 5 Standing and Ad Hoc Reports - Two thousand dollars (\$2,000.00) Prizition for the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prepare and submit deliverables in the report format prescribed by DHH Prepare and submit deliverables in the report format prepare and submit	AET2-03	2400 Veterans Memorial Blvd., Suite 200	remains unpaid beyond the 30-day claims processing deadline. Interest owed the provider must be paid the same date that the claim is adjudicated, and reported on the	9/29/2016	10/21/2016		daily for the full period in which the clean claim remains unadjudicated beyond the 30-day claims processing deadline. Interest owed the provider must be paid the same date that the claim is paid. One thousand dollars (\$1,000.00) per claim if the MCO fails			
2400 Veterans Memorial Blvd., Suite 200 per calendar day that a report is late or incorrect. Kenner, LA 70062 per calendar day that a report is late or incorrect.	AET2-04	2400 Veterans Memorial Blvd., Suite 200	Section 20 of our contract provides administrative actions that LDH may take pursuant to contract non-compliance.	9/20/2016	9/30/2016		Section 20 - Monetary penalties in the amount of \$2,00 per day			<u>10/13/2016</u>
	AET2-06 AET2-06	2400 Veterans Memorial Blvd., Suite 200		<u>1/18/2017</u>	2/28/2017	<u>7/25/2017</u>		7/21/2017	\$44,000 \$182,000	

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
AET2-07	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	5.13.1.8 - MCO must update its system with daily TPL records sent from LDH's Fiscal Intermediary (FI) within one (1) business day of receipt. MCO must reconcile its system with weekly TPL reconcilitation fles sent from LDH's FI within one (1) business day of receipt. If a P enrolled member is unable to access services or treatment until an update is made, the MCO must verify and update its system within four (4) business hours of receipt of an update request. P enrolled members are members enrolled with the MCO for Medical, Behavioral Health, Pharmacy and Transportation services.	<u>2/22/2017</u>	3/31/2017		Contract non-compliance - Two thousand dollars (\$2,000.00) per calendar day that the MCO is not compliant.			<u>6/6/2017</u>
AET2-08	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.17.2.2.7 - 7.17.2.2.7. If the Department determines that the disputed reimbursement was not reasonable, it shall require the MCO to provide the pharmacy an increased reimbursement to the Fee for Service Medicaid rate and shall require the MCO to update its payable price on file to reflect the increase. The price update shall be completed within seven (7) business days of written notification of the outcome of the external claims dispute process to the MCO. All disputes that are submitted between the fill date of the original overturned dispute and the subsequent payable price file update shall be adjusted to the increased reimbursement	3/10/2017	3/20/2017	<u>4/20/2017</u>	20.4. Other Reporting and/or Deliverable Requirements 20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract. 20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			<u>4/28/2017</u>
AET2-09	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	13.3.Grievance/Appeal Records and Reports 13.3.2. The MCO shall electronically provide DHH with a monthly report of the grievances/appeals in accordance with the requirements outlined in this RFP, to include, but not be limited to: member's name and Medicaid number, summary of grievances and appeals; date of filing; current status; resolution and resulting corrective action. Reports with personally identifying information redacted will be made available for public inspection. 13.6.1. Specific Timeframes 13.6.1. Specific Timeframes 13.6.1. Standard Disposition of Grievances For standard disposition of a grievance and notice to the affected parties, the timeframe is established as ninety (90) days from the day the MCO receives the grievance. 13.6.2. Extension of Timeframes 13.6.2.1. The MCO may extend the timeframes from Section 13.6.1 of this Section by up to fourteen (14) calendar days if: □ The member requests the extension; or □ The MCO shows (to the satisfaction of DHH, upon its request) that there is need for additional information and how the delay is in the member's interest.	5/16/2017	7/15/2017		20.4. Other Reporting and/or Deliverable Requirements 20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract. 20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			<u>8/1/2017</u>
AET2-10	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	12.14. Provider Directory for Members 12.14.1. The MCO shall develop and maintain a Provider Directory in four (4) formats: 12.14.1.1. A hard copy directory, when requested, for members and potential members; 12.14.1.2. Web-based, searchable, online directory for members and the public; 12.14.1.3. Electronic file of the directory to be submitted and updated weekly to the Medicaid FI or other designee as determined by DHH; for the Enrollment Broker; and 12.14.1.4. Hard copy, abbreviated version upon request by the Enrollment Broker. 12.14.2. The MCO shall submit templates of its provider directory to DHH within thirty (30) days from the date the Contract is signed. 12.14.3. The hard copy directory for members shall be revised with updateds at least annually. Inserts may be used to update the hard copy directories monthly to fulfill requests by members and potential members. The web-based online version shall be updated in real time, but no less than weekly. While daily updates are preferred, the MCO shall at a minimum submit no less than weekly. The abbreviated hard copy version for the Enrollment Broker will be available to all Medicaid enrollees when requested by contacting the Enrollment Broker. Format for this version will be in a format specified by DHH.	<u>11/21/2017</u>	12/22/2017		20.3 Fifteen thousand dollars (\$15,000.00) per calendar day for failure to provide and validate provider demographic data on a semi-annual basis to ensure current, accurate, and clean data is on file for all contracted providers.			<u>4/30/2018</u>
AET2-11	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	18.6 Financial Reporting 18.6.1 The MCO shall submit to DHH unaudited quarterly financial statements and an annual audited financial statement, using the required format provided by DHH. Quarterly financial statements shall be submitted no later than sixty (60) days after the close of each calendar quarter. Audited annual statements shall be submitted no later than sixty (6) months after the close of the MCO's fiscal year.				Standing and Ad Hoc Reports - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.	12/19/2017	\$16,000	
AET2-12	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	16.0 SYSTEMS AND TECHNICAL REQUIREMENTS 16.1. General Requirements 16.1.3. All MCO applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with DHH's systems and shall conform to applicable standards and specifications set by DHH. 16.3 Connectivity 16.3.1 DHH is requiring that the MCO interface with DHH, the Medicaid Fiscal Intermediary (FI), the Enrollment Broker (EB), and its trading partners. The MCO must have capacity for real time connectivity to all DHH approved systems. The MCO must have the capability to allow and enable authorized DHH personnel to have real-time connectivity to the MCO's system as remote connections from DHH offices.	<u>12/21/2017</u>	12/29/2017		20.4. Other Reporting and/or Deliverable Requirements 20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract. 20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			<u>1/25/2018</u>

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
AET2-13		17.2.7.3. The MCO shall have the ability to update national standard code sets such as CPT/HCPCS, ICD-10-CMS, and move to future versions as required by CMS or LDH. Updates to code sets are to be complete no later than 30 days after notification, unless otherwise directed by LDH. This includes annual and other fee schedule updates. 17.2.7.4. Providers must be notified as to when the updates will be in production and of the MCO process for the recycling of denied claims that are due to the system update delays. The recycle of these denied claims shall be complete no later than 15 days after the system update.	<u>5/17/2018</u>	5/24/2018	<u>5/23/2018</u>	20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<u>5/30/2018</u>
AET2-14	Aetna Better Health of Louisiana 2400 Veterans Memorial Bivd., Suite 200 Kenner, LA 70062	17.2.4. Claims Reprocessing 17.2.4. If the MCO or LDH or its subcontractors discover errors made by the MCO when a claim was adjudicated, the MCO shall make corrections and reprocess the claim within thirty (30) calendar days of discovery, or if circumstances exist that prevent the MCO from meeting this time frame, a specified date shall be approved by LDH. The MCO shall automatically recycle the impacted claims and shall not require the provider to resubmit the impacted claims.	<u>6/1/2018</u>	6/6/2018	<u>6/5/2018</u>	20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<u>6/6/2018</u>
AET2-15	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.19 Provider Directory 7.19.1. The MCO shall maintain accurate provider directory data. LDH shall conduct periodic audits to verify the accuracy of the MCO's provider directory data. The MCO shall maintain an accuracy rate of at least 90%.			7/25/2018	Fifty thousand dollars (\$50,000.00) per audit conducted by LDH wherein the MCO is found to have not maintained an accuracy rate of at least 90%. One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within 14 days of notification by LDH.	6/25/2018	\$50,000	7/28/2018
AET2-16	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	14.2.10.9 The MCO's vendor shall perform a LDH-approved behavioral health survey to be standardized across the MCOs. The survey results shall be reported to LDH on an annual basis.	<u>10/19/2018</u>			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			
AET2-17	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	14.2.5.7.2 Based on an MCO's Performance Measure outcomes for CYE 12/31/2017, a maximum of \$2,250,000 (\$250,000 per measure) following the measurement CY will be withheld from payment if specified performance measures fall below LDH's established benchmarks for improvement.			<u>1/4/2019</u>		12/4/2018	\$500,000	<u>1/28/2019</u>
	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.19 Provider Directory 7.19.1. The MCO shall maintain accurate provider directory data. LDH shall conduct periodic audits to verify the accuracy of the MCO's provider directory data. The MCO shall maintain an accuracy rate of at least 90%.				Fifty thousand dollars (\$50,000.00) per audit conducted by LDH wherein the MCO is found to have not maintained an accuracy rate of at least 90%. One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within 14 days of notification by LDH.	<u>2/15/2019</u>	\$50,000	
AET2-19	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.2.1.1 Within five (5) business days of receipt of a claim, the MCO shall perform an initial screening, and either reject the claim, or assign a unique control number and enter it into the system for processing and adjudication. 17.2.1.2 Process and pay or deny, as appropriate, at least Ninety percent (90%) of all clean claims for each claim type, within fifteen (15) business days of the receipt. 17.2.1.3 Process and pay or deny, as appropriate, at least Ninety-nine percent (99%) of all clean claims for each claim type, within thirty (30) calendar days of the date of receipt.				Five thousand dollars (\$5,000.00) for each month that an MCO's claims performance percentages by claim type fall below the performance standard. Twenty-five thousand dollars (\$25,000.00) for each additional month that the claims performance percentages by claim type, by MCO fall below the performance standards.	<u>2/25/2019</u>	\$15,000	
AET2-20	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.2.1.1 Within five (6) business days of receipt of a claim, the MCO shall perform an initial screening, and either reject the claim, or assign a unique control number and enter it into the system for processing and adjudication. 17.2.1.2 Process and pay or deny, as appropriate, at least Ninety percent (90%) of all clean claims for each claim type, within fifteen (15) business days of the receipt. 17.2.1.3 Process and pay or deny, as appropriate, at least Ninety-nine percent (99%) of all clean claims for each claim type, within thirty (30) calendar days of the date of receipt.				Five thousand dollars (\$5,000.00) for each month that an MCO's claims performance percentages by claim type fall below the performance standard. Twenty-five thousand dollars (\$25,000.00) for each additional month that the claims performance percentages by claim type, by MCO fall below the performance standards.	<u>4/2/2019</u>	\$105,000	

HEALTHY LOUISIANA ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, AND SANCTIONS

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
AET2-21	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	ACT 582 - 2018 Regular Legislative Session 7.6.3.3 The MCO shall require unlicensed staff of provider organizations rendering and receiving reimbursement for Mental Health Rehabilitation (MHR) services to obtain and submit National Provider Identifier (NPI) numbers to the MCO, as well as documentation verifying the unlicensed staff meets all qualifications and requirements for providing mental health rehabilitation (MHR) services established by Jaw, rules, regulations and the Medicaid Behavioral Health Service Provider Manual, inclusive of Evidence-Based Practice (EBP) MHR services, prior to reimbursing agencies for services provided by these staff. Claims submitted for MHR services of the services shall include rendering provider PIPs and other MCO required identifiers regardless of whether the rendering staff is licensed or unlicensed. The MCO shall configure systems to deny claims for services when rendering provider NPIS and the MCO shall submit their policies, procedures and work plan associated with this requirement to LDH for approval within 30 days of contract execution. The MCO's work plan shall include timelines associated with systems configuration, systems testing phases, education and outreach to providers, communication notices to providers, and the effective date the MCO's unlicensed staff NPI requirement will go-live.	4/16/2019			20.3.3 The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<u>9/5/2019</u>
AET2-22	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	15.1.14. The MCO shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the MCO in preventing and detecting potential fraud, waste, and abuse. At a minimum the MCO shall have one (1) full-time investigator physically located within Louisiana for every 50,000 members or fraction thereof. This full-time position(s) is/are in addition to the Program Integrity Officer and must be located in-state. LDH may approve written requests with detailed justification to substitute another SIU position in place of an investigator position.	7/17/2019			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<u>8/30/2019</u>
AET2-23	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	Monthly combined meetings of all contracted MCOs with the Medicaid Deputy Director responsible for Medicaid Managed Care and key LDH program staff will be held in person at LDH headquarters to discuss program updates and issues, options for resolution, and action steps for implementation. Depending on the agenda, MCO staff required to attend, may vary at the discretion of LDH. Unless otherwise excused by the Deputy Director, the attendance by the following key staff is mandatory: - Administrator/Chief Executive Officer (CEO); - Chief Financial Officer/CFO; - Chief Operating Officer (COO); and - Other staff as designated by LDH based on content.	7/25/2019			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			
AET2-24	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.19.1. The MCO shall maintain accurate provider directory data. LDH shall conduct periodic audits to verify the accuracy of the MCO's provider directory data. The MCO shall maintain an accuracy rate of at least 75%. The MCO will not be penalized if it can demonstrate a minimum of 50% accuracy in conjunction with a two percentage point improvement from the prior audit period.				Fifty thousand dollars (\$50,000.00) per audit conducted by LDH wherein the MCO is found to have not maintained an accuracy rate of at least 75% per audit period and does not demonstrate a minimum accuracy rate of 50% in conjunction with a two percentage point increase from the prior audit period. One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within	<u>9/5/2019</u>	\$50,000	
AET2-25	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.13.6. As required by 42 CFR §438.6(1), §438.230(a) and §438.230(b)(1),(2),(3) the MCO shall be responsible to oversee all subcontractors' performance and shall be held accountable for any function and responsibility that it delegates to any subcontractor The contract further states: 7.13.14. All subcontracts executed by the MCO shall specify that the subcontractor agrees that: 7.13.14.1. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the MCO's contract with the State; 7.13.14.2. The subcontractor will make available, for purposes of an audit, evaluation, or inspection under Section 7.13.14.1, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid members	9/13/2019			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<u>9/18/2019</u>
AET2-26	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.2.4 Claims Reprocessing 17.2.4.1 If the MCO or LDH or its subcontractors discover errors made by the MCO when a claim was adjudicated, the MCO shall make corrections and reprocess the claim within thirty (30) calendar days of discovery, or if circumstances exist that prevent the MCO from meeting this time frame, a specified date shall be approved by LDH. The MCO shall automatically recycle all impacted claims for all providers and shall not require the provider to resubmit the impacted claims.	<u>9/18/2019</u>			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<u>10/8/2019</u>

HEALTHY LOUISIANA ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, AND SANCTIONS

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
AET2-27	2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.13.6. As required by 42 CFR §438.6(1), §438.230(a) and §438.230(b)(1),(2),(3) the MCO shall be responsible to oversee all subcontractors' performance and shall be held accountable for any function and responsibility that it delegates to any subcontractor The contract further states: 7.13.14. All subcontracts executed by the MCO shall specify that the subcontractor agrees that: 7.13.14.1. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the MCO's contract with the State; 7.13.14.2. The subcontractor will make available, for purposes of an audit, evaluation, or inspection under Section 7.13.14.1, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid members	10/21/2019			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			